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May 27, 2009

United States Patent and Trademark Office  
Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451  
Att: Clara Vela, Paralegal Specialist

Re: Cancellation No. 92050264  
Registration No. 3311042

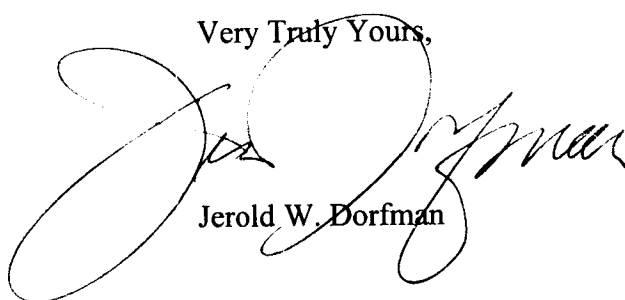
75, 914, 2913

Dear Ms. Vela,

Enclosed please find a copy of the agreement dated May 13, 2009, resolving the cancellation petition brought by my client, Atlas Information Group, Inc.

My client has agreed to withdraw its cancellation petition, and the registrant has agreed that my clients trademark application 76/686188 can proceed to registration.

Very Truly Yours,



Jerold W. Dorfman

cc: Shabam Malek, Esq. O'Melveny and Meyers LLP  
Robert Ross



06-01-2009

## AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of this 13<sup>th</sup> day of May, 2009, by and between ATLAS INFORMATION GROUP, INC., a New York company with an address of 1 Barker Avenue, White Plains, New York 10601 ("ATLAS") and SF EDUCATION LLC, a Delaware limited liability company, with an address of 26 S. Prospect Street, Suite 2, Amherst, MA 01002 ("SFE"), and INTELLECT ART MULTIMEDIA, INC, ("IAM") a Massachusetts corporation company with offices at 26 S. Prospect Street, Suite 1, Amherst, MA 01002.

WHEREAS, SFE owns rights in the trademark SFI (including U.S. Registration Number 3,311,042, covering educational services, namely, providing classes, workshops, and seminars in the field of business and finance ("SFE Registration")); and,

WHEREAS, IAM has been granted a license to use the mark SFI; and,

WHEREAS, IAM uses the mark SFI in connection with educational programs in finance, investments, entrepreneurship and business management; and,

WHEREAS, ATLAS has filed an application to register the trademark SFI, STRUCTURED FINANCE INSTITUTE for educational services, namely organizing and conducting conferences and seminars relating to tax, legal and financial issues in operating and conducting business, trade and investment in foreign countries and the United States, and the application has been assigned Serial Number 76/686188 (the "ATLAS Application"); and,

WHEREAS, the U.S. Patent and Trademark Office has refused registration of the mark SFI, STRUCTURED FINANCE INSTITUTE based on a likelihood of confusion with the mark SFI; and,

WHEREAS, ATLAS has filed a petition with the Commissioner of Trademarks to cancel the SFE Registration, Cancellation Number 92050264, on the ground, among others, that the mark SFI was used by ATLAS's predecessor, throughout the United States commencing in 1998, whereas the SFE Registration alleges use of the mark SFI since August 1, 2004; and,

WHEREAS, SFE, IAM, and ATLAS wish to allow for the coexistence of their respective marks and agree that confusion is not likely as between ATLAS's mark as identified in the ATLAS Application and SFE's mark as identified in the SFE Registration, because of, among other reasons, the difference in subject matter of the services offered, the manner in which the trademarks are used or intended to be used, and consumer expectations.

NOW, THEREFORE, in consideration of the foregoing, which are hereby incorporated and made a part of this Agreement, and in further consideration of the promises set forth below and intending to be bound, the parties hereby agree as follows:

1. Present Use of the Respective Marks. ATLAS recognizes and understands that SFE has a registration for and has used the mark SFI in connection with the services identified in the SFE Registration. SFE agrees and understands that ATLAS has applied for and has used the mark SFI, STRUCTURED FINANCE INSTITUTE in connection with the services identified in the ATLAS Application. The parties agree that they do not consider that there is any likelihood of confusion as between their uses of their respective marks based upon: (i) the differing overall commercial impressions created by the marks, (ii) the differences in the nature of the actual services provided under the marks, (iii) consumer expectations related to the services provided by the parties, and (iv) that there has not been any instances of actual confusion.
2. Addressing Any Instances of Confusion. The parties represent that they are not aware of any instances of actual confusion as between their respective marks. In the event either party ever becomes aware of an instance of actual confusion arising out of the use of their respective marks, each agrees to provide notice to the other of such confusion and each take reasonable steps to remedy any such confusion.
3. Validity and Enforceability. SFE and IAM acknowledge the validity and enforceability of ATLAS's rights in and to the mark SFI STRUCTURED FINANCE INSTITUTE. ATLAS acknowledges the validity and enforceability of SFE and IAM's rights in and to the mark SFI. Neither party will challenge, nor assist any third party in challenging, directly or indirectly, the validity and enforceability of such rights. However, the foregoing shall not limit either party's actions in the event that the other party abandons its mark, as abandonment is defined under U.S. trademark law 15 U.S.C.A. § 1127.
4. Submission of this Agreement to the U.S. Patent and Trademark Office. The parties acknowledge that ATLAS will file this agreement with the U.S. Patent and Trademark Office so that its application no. 76/686188 can proceed to registration.
5. ATLAS agrees it shall withdraw its cancellation petition.
6. Notice. To be effective, notice pursuant to the Agreement shall be in writing or in a form capable of written reproduction and sent as follows:

Notice to Atlas Information Group, Inc.  
1 Barker Avenue  
White Plains, New York 10601

cc: Jerold W. Dorfman, Esquire  
1328 Boston Post Road, 2d Floor  
Larchmont, New York 10538

Notice to Intellect Art Multimedia, Inc. and SF Education LLC.  
c/o Swiss Finance, School of Business  
26 S. Prospect Street  
Amherst, Massachusetts, 01002

cc: O'Melveny & Myers LLP  
Two Embarcadero Center, 28<sup>th</sup> Floor  
San Francisco, California 94111-3823  
Att: Mark E. Miller, Esq.  
Shabnam Malek, Esq.

7. Relationship. Nothing in this Agreement shall be construed to put the parties in the relationship of licensor/licensee, joint venturers, principal and agent, representative and affiliate or employer and employee and neither shall have the right to act on behalf of or bind the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SF EDUCATION LLC

By: Sanjay Gupta 5/13/09

Name: Sanjay Gupta

Title: Authorized Member

INTELLECT ART MULTIMEDIA, INC.

By: Sanjay Gupta 5/13/09

Name: Sanjay Gupta

Title: President

ATLAS INFORMATION GROUP, INC.

By: [Signature]

Name: Robert H. Ross

Title: CEO